SHENANDOAH LAND & ANTHRACITE COAL COMPANY v. HISE.—Decided at Richmond, November 21, 1895.—*Cardwell*, J:

1. ASSIGNMENT OF MINERALS "TO FARM"—*Mining lease.* A written agreement under seal by which the owner of lands assigns to another "to farm," for a term of years, all his right, title and interest to all the minerals on his land, founded upon no consideration except that the assignee shall pay to the owner of the land one-fourth part of all the profits which may be obtained from any mineral which may be mined on said land, is a "mining lease," and confers on the assignee only the usual mining rights, which it is his duty to exercise in a reasonable time and in a manner calculated to benefit the lessor as well as himself. And if the lessee fails to discharge this duty a court of equity will set aside and annul the agreement.

EFFINGER'S EX'X v. KENNEY, TRUSTEE.—Decided at Richmond, November 21, 1895.—*Buchanan*, J:

1. CHANCERY PRACTICE—*Reversal of decree fixing amount of debt and directing sale of land—payments on judgment reversed.* Where a decree which fixes the amount of a debt and directs the sale of real estate unless the debt is paid, is reversed on appeal because the amount of the debt is not properly ascertained, this of necessity sets aside the sale, if one has been made, and reverses the decree directing the sale. The trial court should then proceed to ascertain the amount of the debt in accordance with the mandate of the appellate court, if any, and if none, should proceed *de novo*, allowing all proper credits. If payments have been made on a judgment which has been reversed, they should be credited on the debt on which the judgment was rendered.

2. CHANCERY PRACTICE—*Purchaser at judicial sale—decree reversed on appeal—rights and liabilities of purchaser.* A purchaser at a judicial sale, who has purchasd in good faith, under a decree of a court of competent jurisdiction, which decree was afterwards reversed, is entitled to be repaid his purchase-money, as far as it has been paid, and to be reimbursed for permanent improvements made upon the property which have added to its value, and must account for rents and profits. Commercial fertilizers cannot be regarded as permanent improvements, and clay used for making bricks should not be charged as minerals. The clay should be charged as damage done to the land by digging and removing it therefrom.

3. CHANCERY PRACTICE—*Claiming under and against a trust.* Parties who claim under a trust and come in and prove their debts and received a part of the trust fund, will not be allowed afterwards to repudiate their action and claim against the trust.

STULL v. RICH PATCH IRON COMPANY. — Decided at Richmond, November 21, 1895.—*Buchanan*, J:

1. EJECTMENT—*Entry on part, claiming the whole—adverse possession.* Where one, under color of title, enters into possession of a portion of smaller tract of land claiming the whole, which smaller tract is part of a larger tract of no part of which the owner is in the actual possession, his possession is co-extensive with his boundaries, and he thus becomes in the actual adverse possession of the whole